

CASE #5 - An Agreement for Structural Peer Review Services

ABSTRACT

A request to perform a peer review of another structural engineer's design brings with it a different responsibility than that of the Structural Engineer of Record. The CASE #5 document addresses the responsibilities and the limitations of performing a peer review. This service is typically performed for an Owner but may be altered to provide peer review services to others.

As of 2015, the document was legally reviewed and the following changes were made:

1. In 1.2.1 added disclaimer of warranties.
2. In 5.2.1 added phrase that indicates SE can terminate services if not paid and will not be responsible for resultant delays.
3. In 6.2.1:
 - a. Combined and rewrote Client/SER mutual indemnification.
 - b. Added sentence indicating that neither party has obligation to defend or pay for defense until one party has been found at fault and then only to the proportion found at fault.
 - c. Added paragraph for indemnification from third party claims. This was added since the original indemnification only dealt with claims from one of the contracting parties.
4. In 6.2.2 Risk Allocation:
 - a. Added "or any third party". This was done to get the client to limit the SE's liability for a third party claim. This is an aggressive approach and has not been tested by case law.
 - b. Expanded language regarding attorney and expert fee costs.
 - c. Removed "or other amount agreed upon" to remove open-endedness.
5. Other minor grammatical modifications.